

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT TO PAID UP OIL, GAS AND MINERAL LEASE

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as the "Lease") dated the 19th day of December, 2006, by and between **Rosen Heights Baptist Church**, as Lessor, and Western Production Company, as Lessee, whose address is 801 Cherry Street, Suite 3850, Unit 39, Fort Worth, Texas 76102, which lease is recorded by Paid Up Oil and Gas Lease in Document Number **D207014036** in the Public Records of Tarrant County, Texas covering the following described land in Tarrant County, Texas, to wit:

5.22955 ACRES, MORE OR LESS, BEING LOTS 1 AND 2, BLOCK 53; LOTS 2, 3, AND 4, BLOCK 29; LOTS 12, 5R, 6R, 7R, 8R, AND 15R, BLOCK 28; ROSEN HEIGHTS FIRST FILING, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 106, PAGE 56, PLAT RECORDS, TARRANT COUNTY, TEXAS, ALSO TO INCLUDE LOT 5, BLOCK 3, BAKER HEIGHTS, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 660, PAGE 409, PLAT RECORDS, TARRANT COUNTY, TEXAS.

Whereas the Lease was subsequently assigned to Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., and whose address in P.O. Box 18496, Oklahoma City, OK 73118 ("Assignee")

Whereas it is the desire of the parties to amend the Primary Term of said Lease.

Now Therefore, the undersigned do hereby delete all references to Three (3) years in paragraph 2 of said Lease and in its place to hereby insert Thirty-nine (39) months so that the primary term of the lease is Thirty-nine (39) months.

Furthermore, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake Exploration, L.L.C., the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

EXECUTED the 8th day of December, 2009, but for all purposes effective as of December 19, 2006.

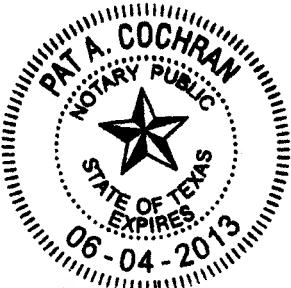
LESSOR

Rosen Heights Baptist Church

b. w. Bernard Whitney, Trustee
W. Bernard Whitney, Trustee

THE STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 8th day of DECEMBER,
2009, by W. Bernard Whitney, Trustee of the Rosen Heights Baptist Church.



06-04-2013
(Stamp/Printed Name of Notary
and Date Commission Expires)

Pat A. Cochran

Notary Public, State of Texas

Pat A. Cochran

(printed name)

ASSIGNEE

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: HS

Henry J. Hood, Sr. Vice President—Land
and Legal and General Counsel HS

THE STATE OF OKlahoma §
COUNTY OF OKlahoma §

This instrument was acknowledged before me on the 21st day of
December, 2009, by Henry J. Hood, Executive Sr. Vice
President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an
Oklahoma limited liability company, as the act and deed of such limited liability
company on behalf of said limited liability company.

Christopher R. Fink

Notary Public, State of

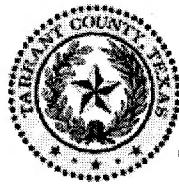


(printed name)

(Stamp/Printed Name of Notary
and Date Commission Expires)

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9
DALLAS, TX 75201

Submitter: DALE RESOURCES LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 1/7/2010 9:27 AM

Instrument #: D210003705

OPR	3	PGS	\$20.00
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By: Suzanne Henderson

D210003705

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN